

President St crossing, south side looking east

EXHIBIT H-1

SCALE: 1" = 45'

● -300' sightline

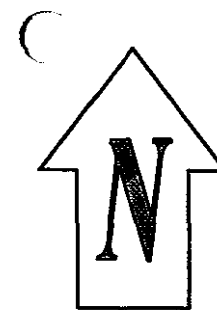
Red line indicates 300 ft sight line



South side of President st. east side of tracks

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EXHIBIT H-Z



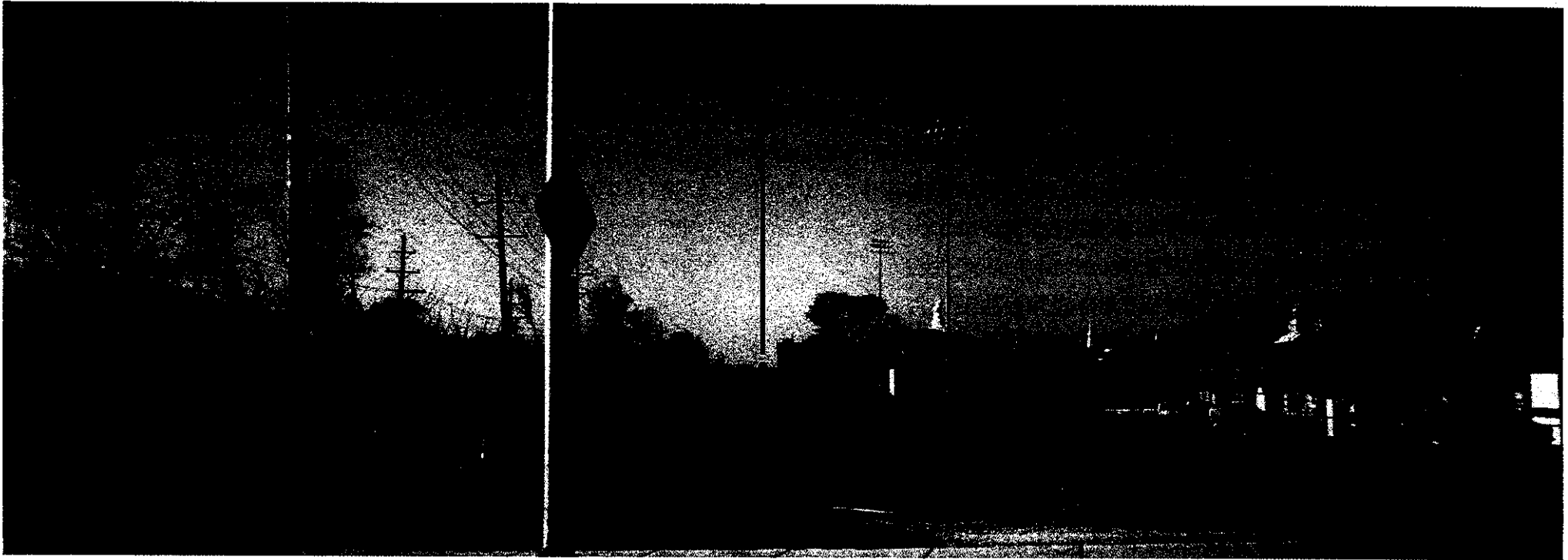
President St crossing, south side looking west

SCALE: 1" = 45'

EXHIBIT H-3

● -300' sightline

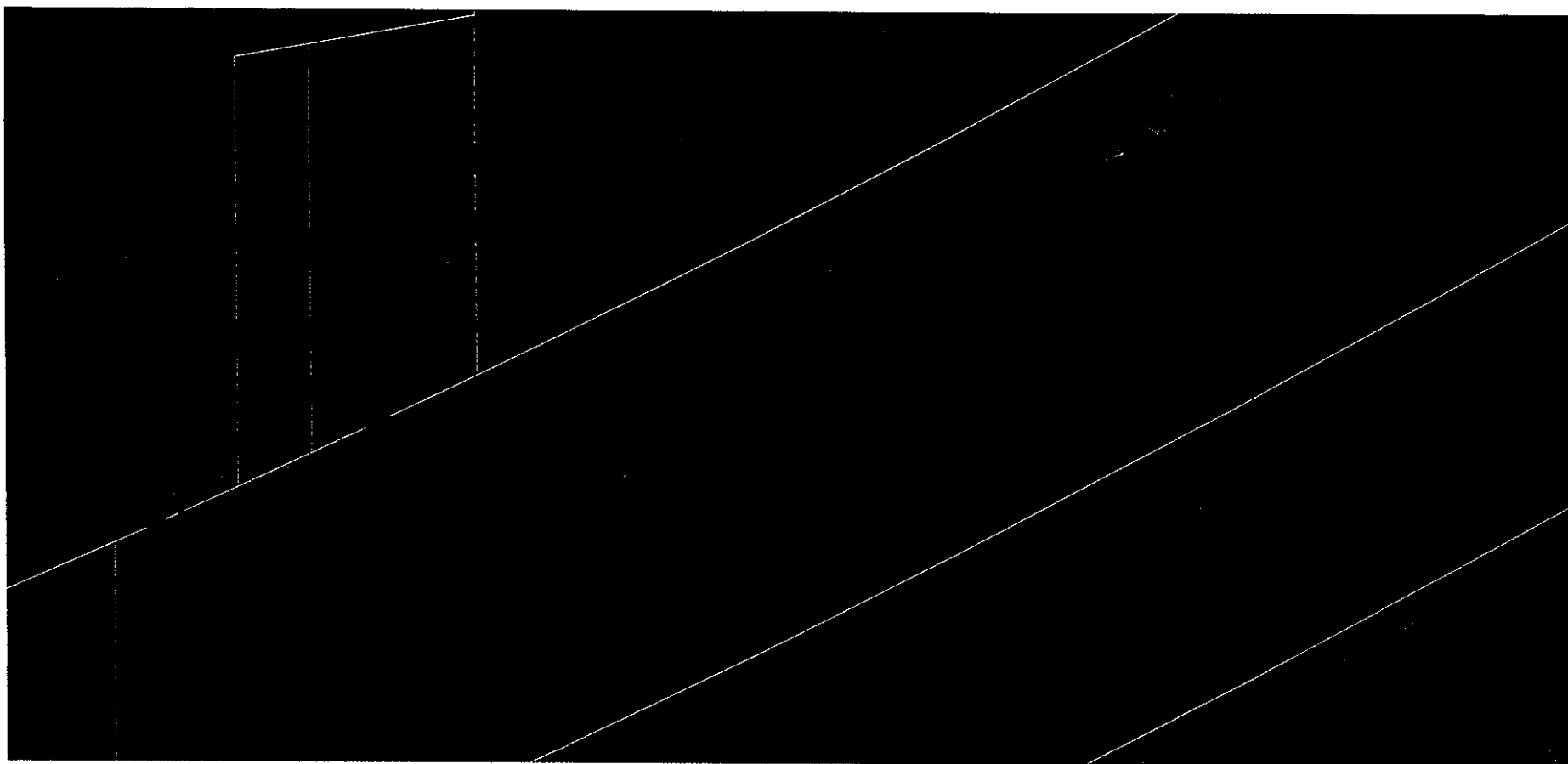
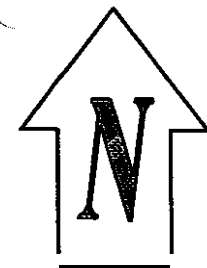
Red line indicates 300 ft sight line



President St crossing, south side looking west

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EXHIBIT H-4



President St crossing, north side looking east

SCALE: 1" = 45'

EXHIBIT H-5

● -300' sightline

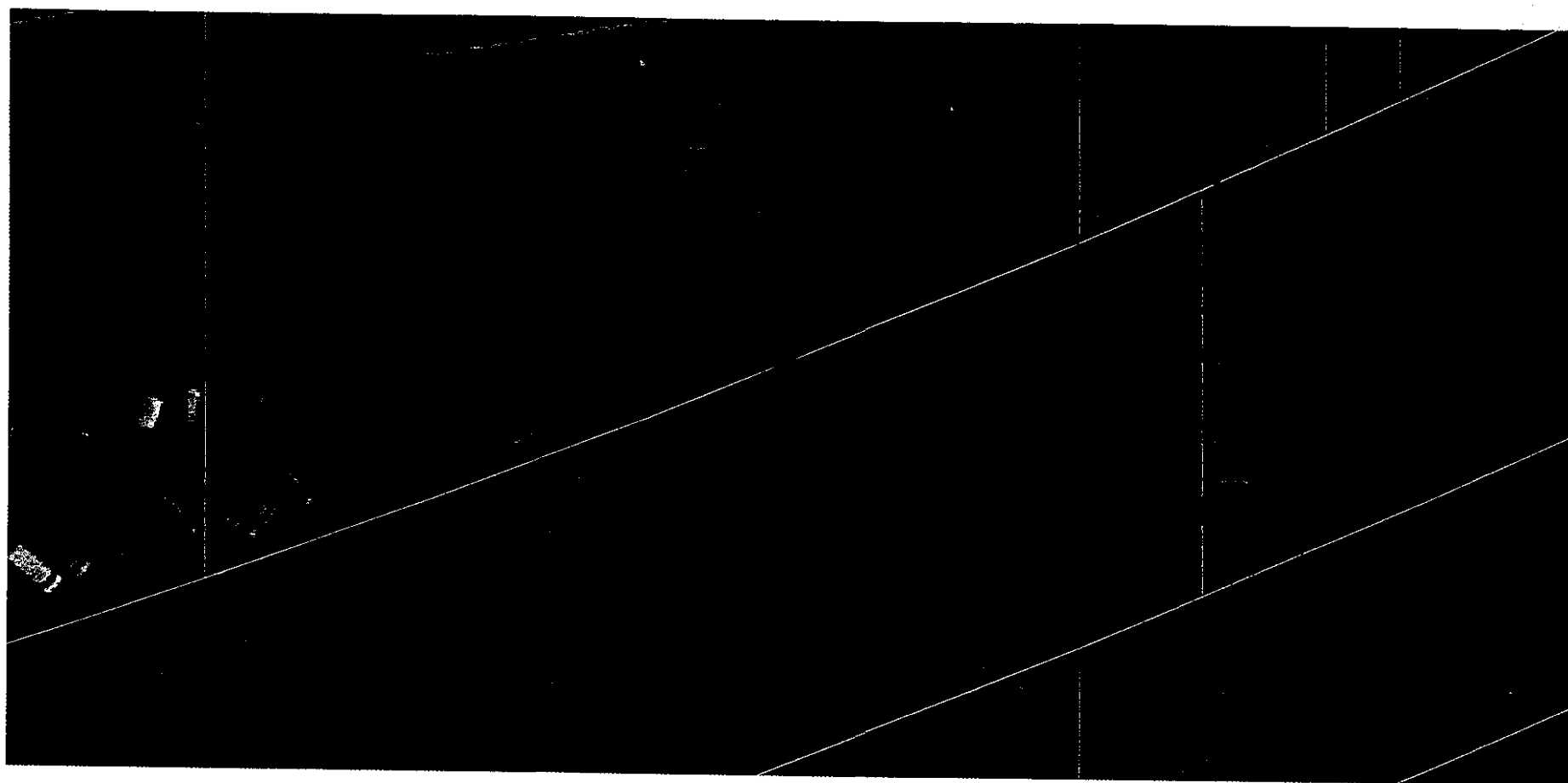
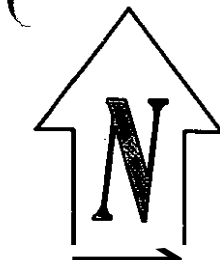
Red line indicates 300 ft sight line



President St crossing, north side looking east

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EXHIBIT H-6



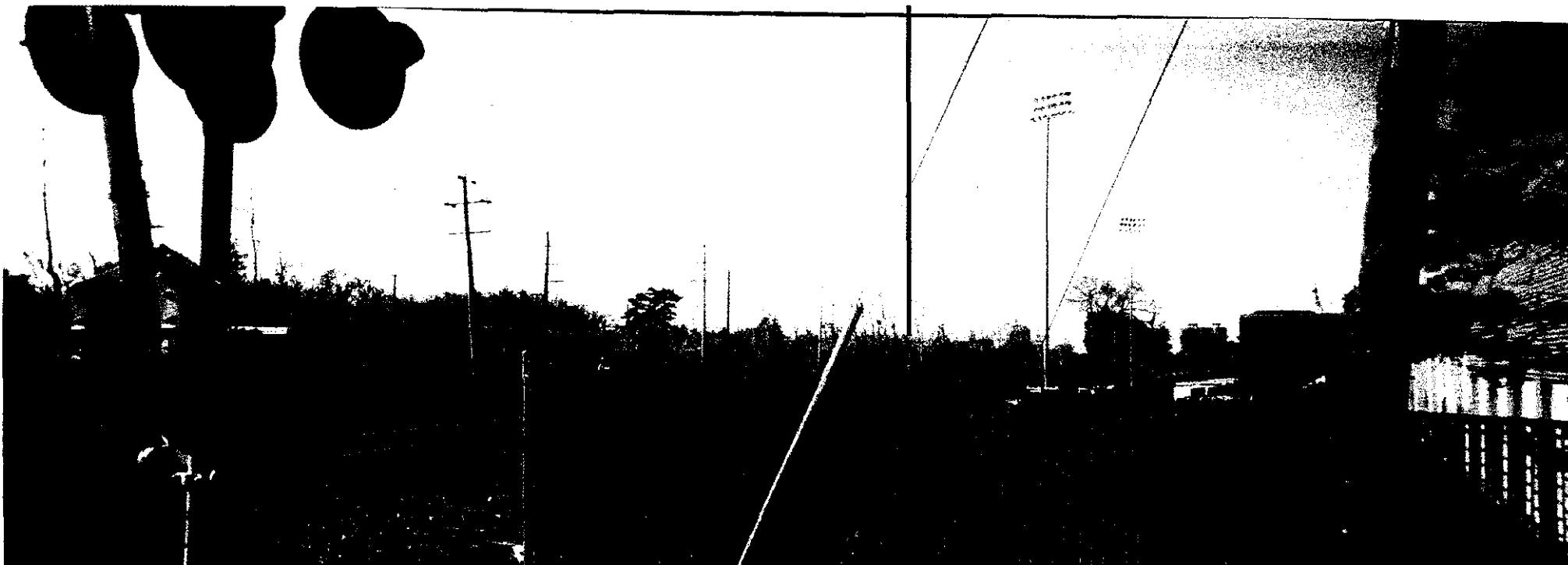
President St crossing, north side looking west

SCALE: 1"= 45'



● -300' sightline

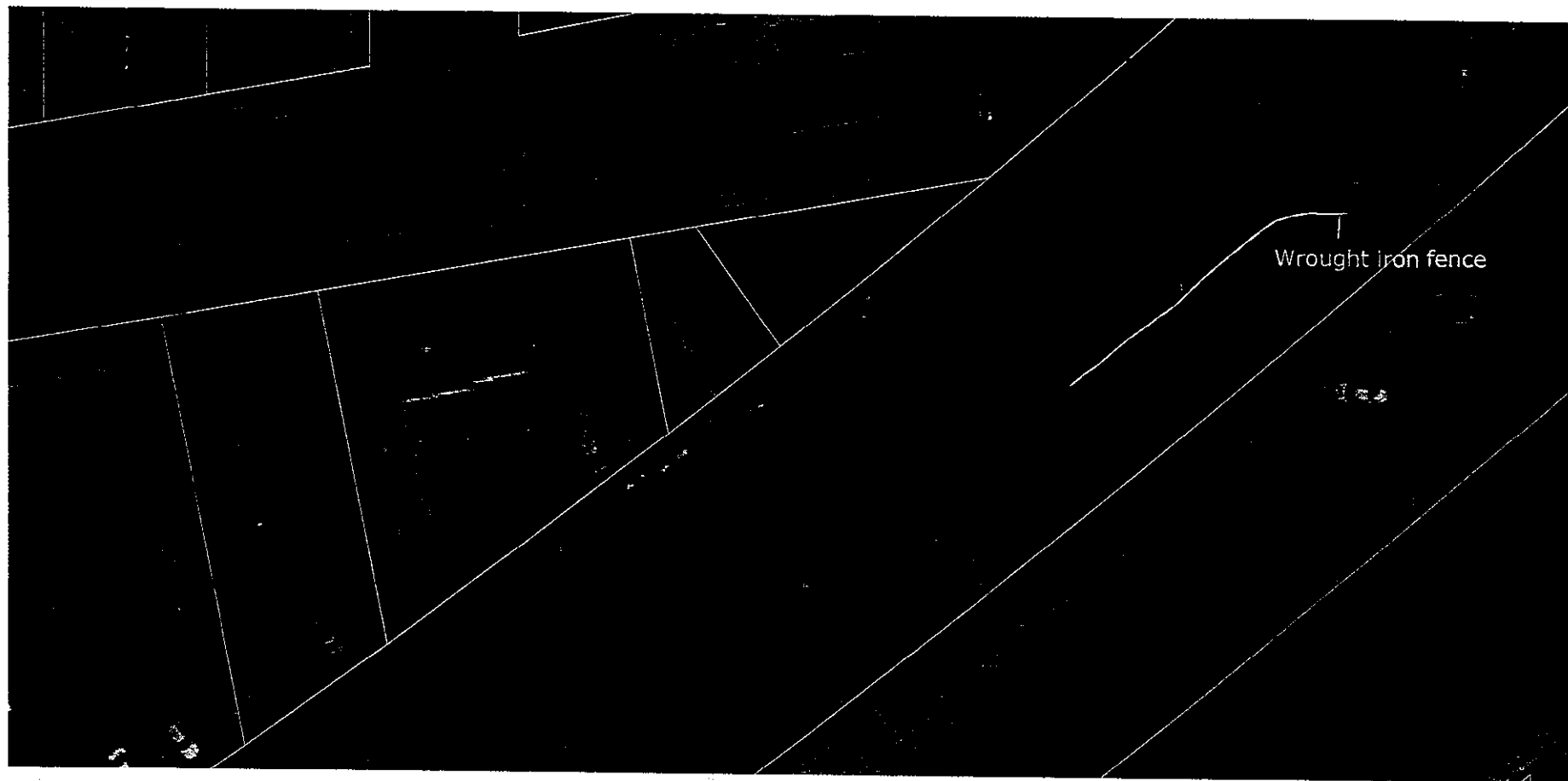
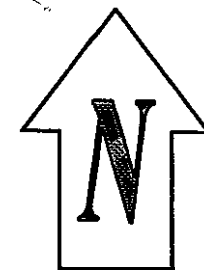
Red line indicates 300 ft sight line



President St crossing, north side looking

P. 28A

EXHIBIT H-8



Hill Ave crossing, south side looking west

EXHIBIT I-1

SCALE: 1"= 45'

● -300' sightline P 29

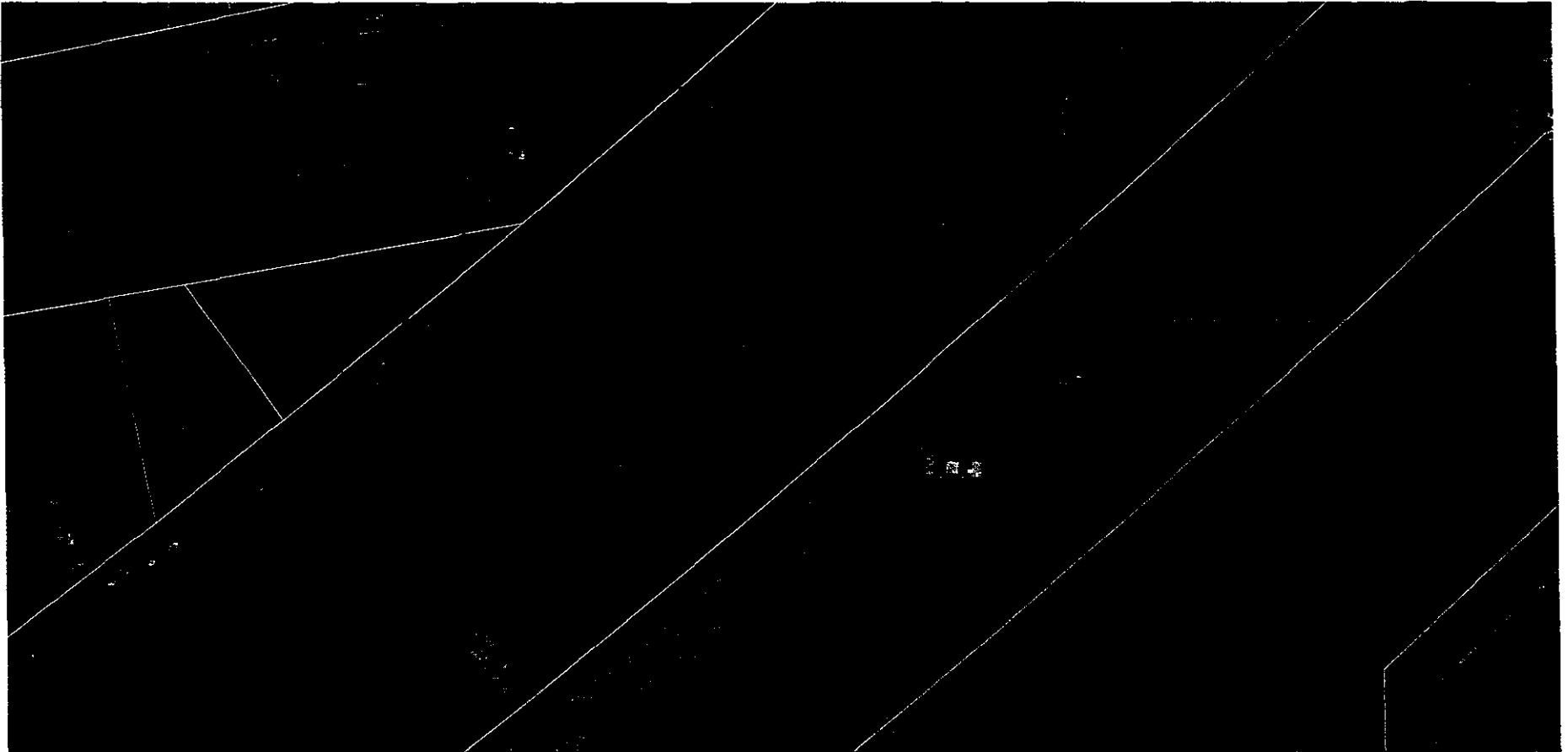
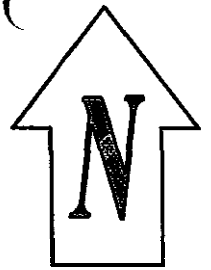
Red line indicates 300 ft sight line



Hill Ave crossing, south side looking west

P. 29A

EXHIBIT I-2



Hill Ave crossing, north looking west

EXHIBIT I-3

SCALE: 1"= 45'

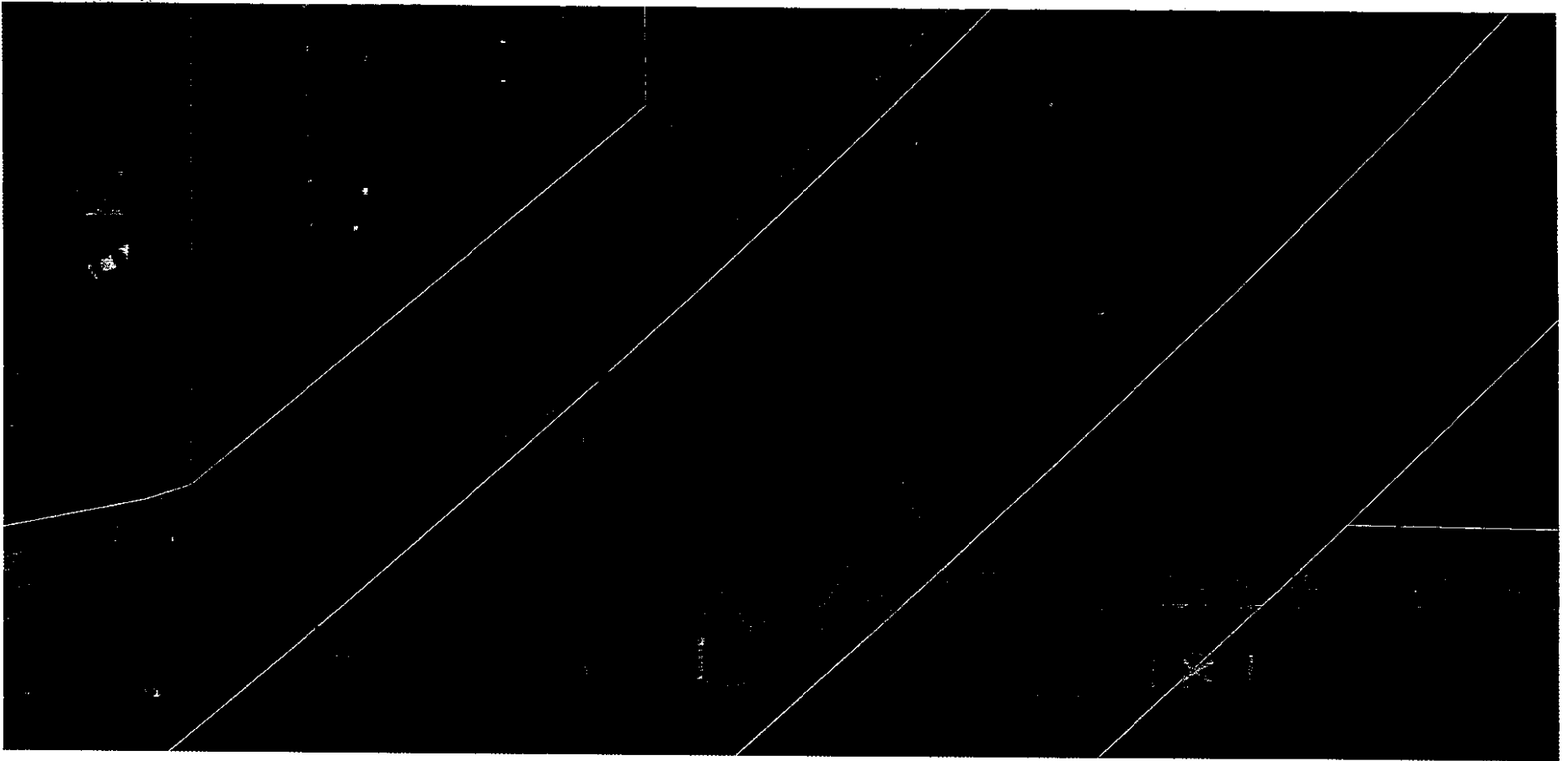
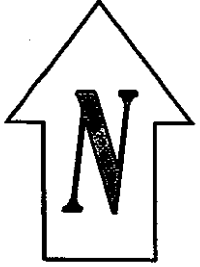
● -150' sightline P 30

Red line indicates 150 ft sight line



Hill Ave crossing, north side looking west

P. 30A



Hill Ave crossing, north side looking east

EXHIBIT I-5

SCALE: 1"= 45'

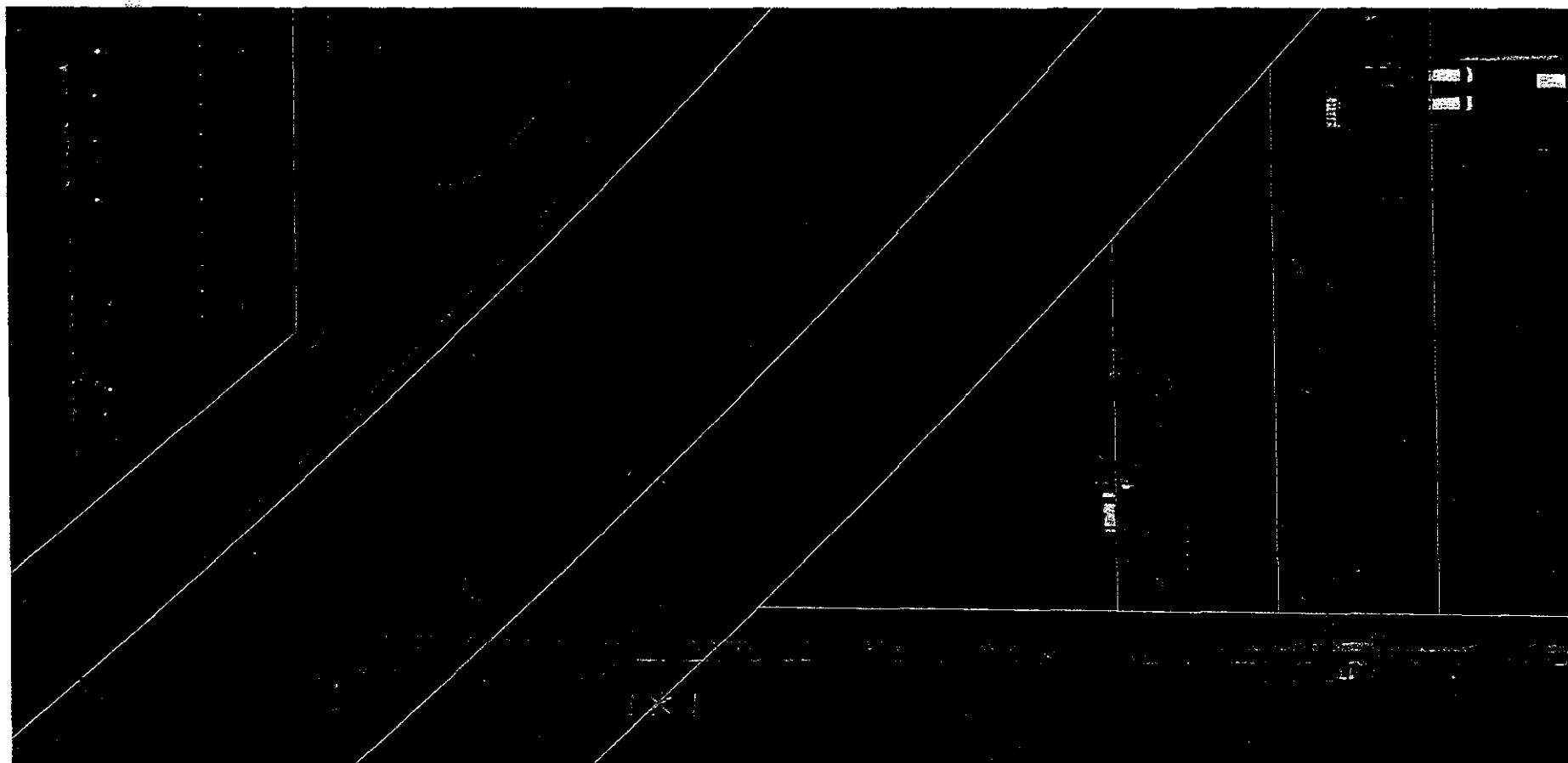
● -300' sightline P. 31

Red line indicates 300 ft sight line



Hill Ave crossing, north side looking east

P. 31A



Hill Ave crossing, south side looking east

SCALE: 1"= 45'

EXHIBIT I-7

● -300' sightline

Red line indicates 300 ft sight line



Hill Ave crossing, south side looking east

P. 32A

RESOLUTION R-96-99

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE
CITY CLERK TO ATTEST TO
UNION PACIFIC BEAUTIFICATION LEASE

WHEREAS, the Corporate Authorities of the City of **Wheaton**, DuPage County, Illinois, deem it in the best interests of the City of **Wheaton** to enhance the appearance of certain areas of railroad right-of-ways located within the City of **Wheaton**; and

WHEREAS, the Union Pacific Railroad has proposed a form of Beautification Lease to permit the City of **Wheaton** to install landscape enhancements for the beautification of those right-of-ways.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of **Wheaton**, DuPage County, Illinois, that the Beautification Lease attached hereto and incorporated herein as if fully set forth as Exhibit A, is hereby approved and the Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest to that said Beautification Lease.

ADOPTED this 20th December 1999.

ATTEST:

Evelyn M. Connelley
City Clerk

Mayor

Charles Carr

Roll Call Vote:

Ayes:

Councilman Eckhoff
Councilman Gresk
Mayor Carr
Councilman Johnson
Councilwoman Johnson
Councilman Mork
Councilwoman Davenport

Nays:

None

Absent:

None

Motion Carried Unanimously

EXHIBIT K

BEAUTIFICATION LEASE

UNION PACIFIC RAILROAD COMPANY (hereinafter called "Company") hereby leases to the CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS (hereinafter called "Lessee") to use, for beautification purposes only, that portion of the railroad right-of-way of the Company, highlighted in green on that certain Railroad right-of-way map attached hereto and incorporated herein as if fully set forth as Exhibit A, located in the City of Wheaton, DuPage County, Illinois. This Lease shall become effective October 1, 1997 and shall run for a period of one year and thereafter unless terminated as hereinafter provided.

The Lessee agrees to pay as rent the sum of TEN DOLLARS (\$10.00) per year payable **five** (5) years in advance.

This Lease is given upon the following express terms and conditions and the specifications on the attached sheet and should the Lessee at any time violate any of said terms, conditions or specifications, or use or attempt to use the **property** for any other or different purpose **than** that shown above, then the Company may, at its option, immediately terminate this Lease.

As a material consideration for entering into this lease and without which the Company would not enter into same, the Lessee covenants and agrees to indemnify, save harmless and protect the Lessor and the Commuter Rail Division of the Regional Railway Authority ("Metra") from and against any and all loss, damage, claim, demand, fine, lawsuit and/or liability, and any and all costs, expenses and legal fees in connection therewith by reason of injuries to, or death of persons **and/or** loss of or damage to property and/or violation of any law, ordinance or regulation arising or growing out of or connected with this Lease, the premises, and/or any act or omission of (i) Lessee, its employees, or agents, and/or (ii) and other person performing any work or service for or on behalf of the Lessee on or about said premises or arising out of their presence on said premises. **Notwithstanding** the foregoing, the indemnification and hold harmless provisions shall not be applicable to personal injury, including death, and/or property damage arising out of the acts or omissions of the Company, Metra or the **officers**, agents or employees of either the Company or Metra.

The Company reserves the right to use, occupy and enjoy its tracks, property and **right-of-way**, for such purpose, in such manner, and at such time as it shall desire, the same as if this instrument had not been executed by it, including the right to lease or license any of the premises for commercial or industrial purposes without any prior notification to the Lessee.

Lessee accepts the property subject to the rights of any party, including the Company, in and to any existing roadway, easements, permits or licenses. Lessee accepts the property subject to rights of any party, including the Company, in and to any existing telephone, telegraph, or other wires, and poles and facilities of any kind whatsoever, whether or not of record.

The Company reserves the right to maintain or relocate its existing facilities, or to construct and thereafter maintain new facilities, in the vicinity of the property with no liability for damages to Lessee's interests or property resulting from such beautification activities.

Lessee recognizes and assumes all responsibility for all responsibility for all present and future environmental liability or responsibility imposed under applicable environmental laws, regulations or any other similar requirements relating to any contamination of the premises or groundwater thereunder or discharge or release to adjacent property arising from or in any respect aggravated or altered by any operations or activities by, or any equipment or facilities used by or permitted on the premises by Lessee (the foregoing hereinafter referred to as "Lessee operations"). Lessee, therefore, agrees to indemnify and hold harmless Lessor, its **officers**, agents, and employees from any and **all** liability, fines penalties, claims, demands, loss or lawsuits brought by any **third** party or governmental agency under any theory of law against Lessor seeking to hold Lessor liable for any investigation, response or cleanup costs, penalties or damages, whether personal property or environmental, for any contamination of any property or groundwater thereunder or discharge or release to adjacent property arising out of or in any respect aggravated or altered by Lessee operations. Lessee agrees that the above indemnity extends to any liability resulting from or arising out of Lessee's implementation of any investigation, response or cleanup plan approved by the United States Environmental Protection Agency or companion state agency. Lessee further agrees to undertake at its own expense any investigation, response or cleanup of any contamination of the premises and groundwater thereunder arising from or in any respect aggravated or altered by any Lessee operation and to promptly notify Lessor of any event, notice, claim, demand or litigation which involves grout or alleges contamination of the premises, the groundwater thereunder or a discharge or release therefrom to adjacent property. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising out of this Article, and Lessee further agrees that it will not raise or plead a statute of limitations defense against Lessor in any action arising out of Lessee's failure to comply with this paragraph.

Lessor, its agents, employees and authorized contractors shall have the right to enter the Premises or any part thereof, at all reasonable hours, for the purpose of inspecting the Premises to determine if Lessee is complying with all terms and conditions of this lease and/or to determine through inspection and/or testing if any hazardous condition, pollution or contamination is present or threatened. Lessee agrees to cooperate with Lessor in any such inspection and to provide at Lessor's request any and all permits, reports, or records of any kind, relating to any materials used, stored, treated or disposed of on the premises.

Either party hereto shall have the right at any time to cancel this Lease by giving ten (10) days' notice in writing. At the expiration for the time limited by said notice, the Lessee shall promptly, and in the manner directed by the Company, restore the property to the condition it was in prior to the leasing of same. Upon default of the Lessee to do so, the Company may accomplish the same and so restore the property, and the Lessee will promptly pay to the Company for the cost and expense of such restoration. In addition, at termination Lessee shall provide evidence, reasonably satisfactory to Lessor, that the premises and all improvements thereon are in compliance with all **applicable** environmental laws, regulations and standards.

IN WITNESS WHEREOF, the parties have ~~executed~~ these presents the day and year first written above.

UNION PACIFIC RAILROAD COMPANY

CITY OF WHEATON

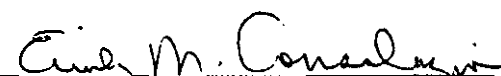
By: _____

By: 

Title: _____

Title: MAYOR

ATTEST

B y : 

T i t l e : CITY CLERK

SPECIFICATIONS

1. No planting or other landscaping material shall be allowed within 16 feet of the edge of the nearest tie nor allowed to grow into this zone other than grass or ground cover, which will not grow in excess of three (3) feet in height.
2. Any planing or other landscape material done on the railroad right-of-way within 500 feet of any grade crossing shall be maintained so as not to exceed a height of three (3) feet.
3. Any grading or future planting done on Company's property must be approved in writing by Company's Engineering Department located at 500 West Madison, Suite 3610, Chicago, Illinois 60661.
4. Any work done on Company's property closer than 16 feet ~~from~~ the edge of the nearest tie will require a flagman provided by Company at Lessee's expense.
5. There is to be no interference with Company facilities, including pole lines, drainage structures and signal apparatus.
6. There is to be no adverse effect to visibility or drainage on Company property.
7. Lessee shall not construct or permit to be constructed any building, structure, excavation or any other obstruction without the written consent of Company's Engineering Department.
8. The Union Pacific Railroad Company will not, in any way, share in the cost of landscaping or for any improvements ~~to the~~ area covered by ~~this~~ lease.
9. The Union Pacific Railroad Company will not be responsible for any damage to the landscaping or improvements.

CITY OF WHEATON

Location of At-Grade Railroad Crossings

West Street'
Wheaton Avenue
Hale Street
Main Street
Cross Street'
Washington Street
Chase Street
President Street
Hill Avenue

December, 1999